

MEMORANDUM

26 JULY 1994

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: RICHARD GARVER, ACTING ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
RICHARD MULLIGAN, PROJECT MANAGER

SUBJECT: FAULKNER HOSPITAL PROJECT
1153 CENTRE STREET, JAMAICA PLAIN

SUMMARY: Faulkner Hospital proposes a three phased project intended to expand existing physician's offices, upgrade inpatient and ambulatory care facilities and to improve campus circulation. The project is located within a Greenbelt Protection Overlay District and will therefore require a conditional use permit. A favorable recommendation to the Zoning Board of Appeal is recommended.

Introduction

Faulkner Hospital proposes a project to upgrade its facilities, to be carried out in three phases over three to four years and scheduled to commence in August 1994. The hospital is located at 1153 Centre Street in the Jamaica Plain section of Boston and is bounded by Allandale Street to the west and Whitcomb Avenue to the east. The rear of the site is wooded ledge giving way to the Jamaica Hills neighborhood and the Arnold Arboretum is located directly in front of the hospital across Centre Street.

The project, when completed, will create 61,000 square feet of new or renovated space for the hospital. With the demolition of obsolete buildings as part of this project, the hospital will gain a net addition of 18,000 square feet of space. The project will also add 202 parking spaces to the hospital inventory. The following elements compose the three phases of the project:

Phase I: Approximately 43,000 square feet of space are proposed to be constructed at the Centre Street side of the main hospital building. This expansion is five stories in height and encloses physicians' offices, a two-story new main lobby, shell and mechanical space. The addition wraps around an existing elevator/stair core.

Phase I also includes an addition of 3,000 to 4,000 square feet to the Allandale side of the main building. This new construction provides space for the internal expansion of ambulatory surgery. Interior renovations to the first floor outpatient services are also proposed for this phase. These are the gastroenterology, special testing, cardiology, phlebotomy, radiology and pulmonary services. An addition of about 5,000 square feet of space is to be built on the Centre House building to provide improvements to the Sagoff mammography unit, Breast Health and Headache Centres.

Site modifications will add 68 parking spaces on the east portion of the site during this phase. To accommodate these additional parking spaces, the Chapin House building is to be demolished. The entry drive is to be changed to allow improved access by ambulances to the Emergency Room. Additionally, improvements to the site entry are proposed. These will allow safer access while decreasing congestion.

Construction for this phase is estimated to be completed in December, 1995.

Phase II: A 134-space parking deck is to be built into the slope of the site where the Graduate Residence building is currently located. The top level of this structure would be at grade, with one level constructed below grade.

Approximately 9,000 square feet of additional space is proposed during this phase. This will consolidate intensive care facilities currently located on level 5 of the main building and will be constructed on top of the existing physicians' office space located on levels four and five.

Interior renovations to the first floor ambulatory services will be finished during this phase.

This phase is estimated to be completed in two years.

Phase III: The inpatient nursing units will be renovated during this last phase of the Master Plan. These interior renovations will improve operational efficiencies while providing much needed supply storage space on the units.

This phase is estimated to be completed in about four years.

Public Benefits

Concurrent with the development of the above proposals, the Hospital has worked with the Jamaica Hills and Allandale Street neighborhoods to improve the aesthetic and traffic circulation characteristics of its seventeen acre campus. Approximately fifteen meetings and presentations have been held, resulting in the following list of public benefits from the project:

- Improve the existing site entrance by (1) moving the parking gates into the interior of the site, thereby allowing cars dropping off patients to do so off of Allandale Street; (2) improving the geometry of the exit right turn; and (3) enhancing landscaping.
- Change and re-landscape the loading entrance to include improved day care parking and allow more truck traffic to turn around on-site.
- Work with the neighbors and the neighborhood association as they discuss traffic issues with the city to help improve overall traffic in the area.
- Work with the residents of Brownson Terrace to solicit resident-only parking permits, if the residents decide this is something they wish to pursue.
- Clear the city sidewalks which bound the perimeter of the Faulkner Hospital of snow.
- Improve existing Hospital properties, including (1) modify the berm at the existing parking garage to help support the new trees to be planted there; (2) install a new fence, shrubbery and trees on the Whitcomb side of the property to help shield the parking; (3) change the exterior lighting of the present Hospital garage so as not to shine into the neighborhood; and (4) change the interior garage perimeter lighting so as not to shine into the neighborhood.

These benefits are summarized in a July 14 letter from the Hospital's representatives to the Jamaica Hills Neighborhood Association, which has been incorporated into the proposed Cooperation Agreement between the Hospital and the Authority.

As reflected in the proposed Cooperation Agreement, the Hospital has agreed to comply with the Boston Residents' Jobs Policy and the City's Minority and Women Business Enterprise requirements concerning project construction.

Required Zoning Relief

The Hospital is located within the Allandale Street and Center Street Greenbelt Protection Overlay Districts (GPOD's) created by Article 55 of the Boston Zoning Code (the "Code"), the Jamaica Plain Neighborhood District. A proposed project located within a GPOD must meet the procedural requirement and the standards established by Article 29 of the Code. These require that the applicant submit a site plan to the Boston Parks Commission prior to a meeting held by the BRA to consider the applicant's proposal. They also require the project to meet certain transportation, landscaping and design requirements.

The project is also subject to Article 55-36, Design Review, which requires the applicant to submit plans to the Jamaica Plain Neighborhood Council and for the BRA

Director to certify to the Commissioner of the Inspectional Services Department that the design for the proposed project has been approved by the Authority. It is subject to Article 55-38, Screening and Buffering Requirements, which requires design review to determine that parking areas and other elements are adequately screened from view.

In addition, the Inspectional Services Department of the City has determined that issuance of a Building Permit will require zoning relief under Articles 55-20, excessive height, and 55-26, side yard requirements.

Community Review

The community process in Jamaica Plain concerning the proposed project formally began in November, 1993. To date, seven public meetings have been held in the Jamaica Plain community. The Hospital has presented the proposal to the Jamaica Plain Neighborhood Council, the Jamaica Hills Association Zoning Subcommittee, the Jamaica Hills/Allandale Neighborhood Associations and numerous abutting neighbors.

Compliance with Code Requirements

With respect to the GPOD requirements of the Code, the Hospital presented the project to the Boston Parks Commission on June 27, 1994. The Commission voted to approve the project, subject to continued design review. The project has also been favorably reviewed by the Boston Transportation Department, as required by the article.

With respect to the requirements of Article 55-36, the Hospital submitted its plans to the Jamaica Plain Neighborhood Council. On 14 July the Council voted to support the project. The project was also presented to the Boston Civic Design Commission (BCDC) on 12 July, which approved the project.

With respect to Article 55-38, the BRA staff, the Parks Commission and BCDC each examined the proposed buffering of project elements and, subject to continued design review, found them to be appropriate.

Accordingly it is recommended that the Authority authorize the Director to certify to the Commissioner of the Inspectional Services Department that the project design has been approved, to enter into a Cooperation Agreement with the Hospital concerning community benefits, and to recommend to the Zoning Board of Appeal that the zoning relief requested by the Hospital be granted.

Appropriate votes follow:

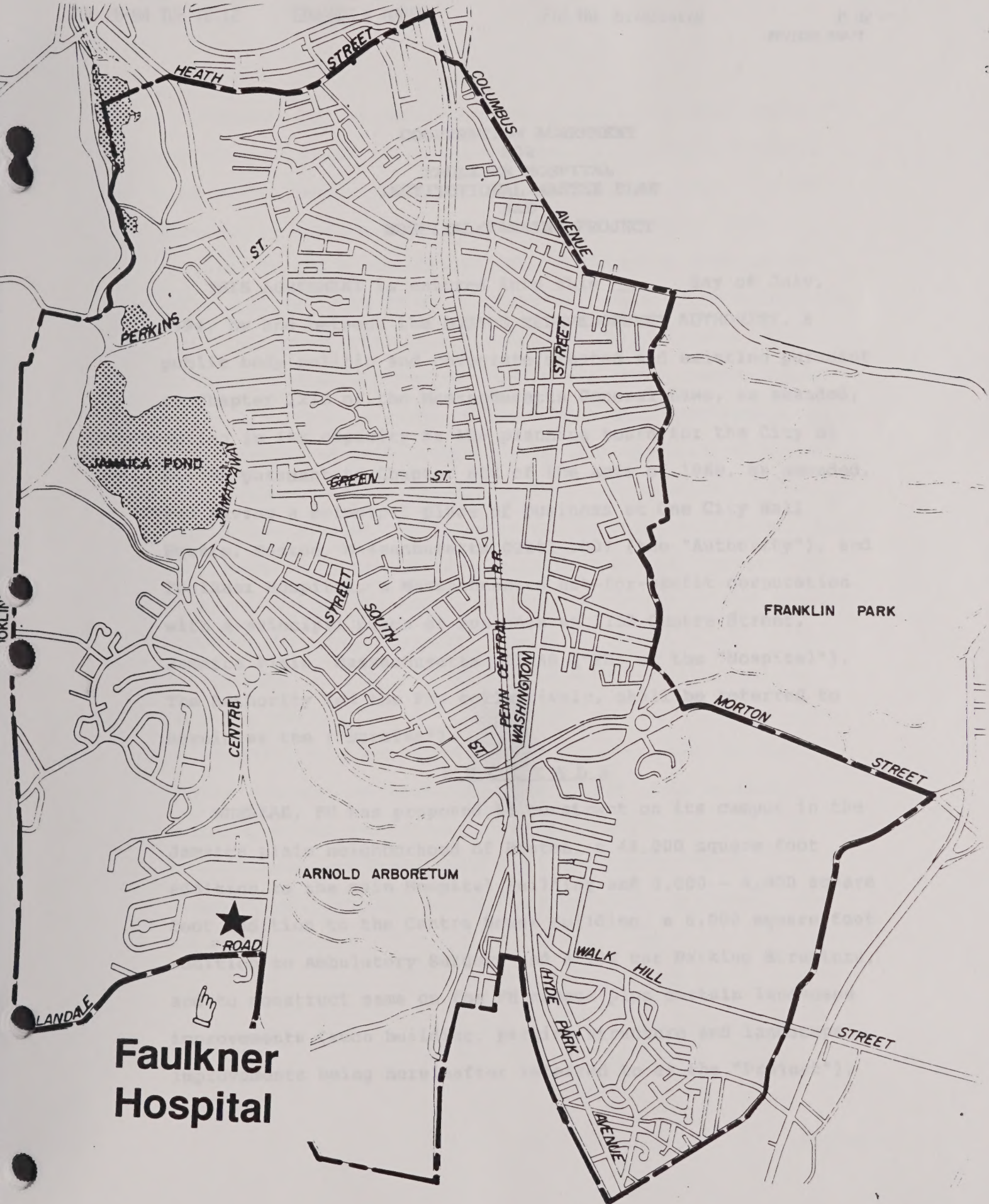
VOTED: That the Director is authorized to certify to the Commissioner of the Inspectional Services Department that Faulkner Hospital's final plans consistent with these plans are approved;

and further,

VOTED: That the Director is authorized to enter into a Cooperation Agreement with the Hospital concerning community benefits, the agreement to be in substantially the form submitted to the Board with this recommendation;

and further,

VOTED: That the BRA recommend that the Zoning Board of Appeal approve the project and grant the required variances.



**Faulkner
Hospital**



JAMAICA PLAIN

0 800 1600 3200 FEET



COOPERATION AGREEMENT
FOR
FAULKNER HOSPITAL
INSTITUTIONAL MASTER PLAN
AND
HOSPITAL/PARKING PROJECT

THIS AGREEMENT is entered into this _____ day of July, 1994, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (the "Authority"), and Faulkner Hospital, a Massachusetts not-for-profit corporation with a principal place of business at 1153 Centre Street, Jamaica Plain, Massachusetts 02130 ("FH" or the "Hospital"). The Authority and the FH, collectively, shall be referred to herein as the ("Parties").

R E C I T A L S

WHEREAS, FH has proposed to construct on its campus in the Jamaica plain neighborhood of Boston, a 43,000 square foot addition to the main Hospital Building and 3,000 - 4,000 square foot addition to the Centre House Building, a 6,000 square foot addition to Ambulatory Surgery and a 134 car Parking Structure, and to construct same on the FH campus plus certain landscape improvements (such building, parking structure and landscape improvements being hereinafter referred to as the "Project");

WHEREAS, FH has received certain approvals with respect to the Project, which approvals include: (1) a Final Approval with Design Review issued by the Authority on July 12, 1994 pursuant to Article 55 of the Code; (2) schematic design approval by the Boston Civic Design Commission pursuant to Article 55, Section 27 of the Code by a vote taken on July 12, 1994, following public hearing held on July 12, 1994; (3) schematic design approval by the Authority, by letter dated July 12, 1994, pursuant to the Authority's Development Review Procedures dated 1985, revised 1986; (4) approval on June 27, 1994 of the Boston Parks and Recreation Commission pursuant Article 55, Section 27; (5) approval on July 13, 1994 of the Jamaica Hills Neighborhood Association; and (6) approval on July 14, 1994 of the Zoning Advisory Committee of the Jamaica Plain Neighborhood Council;

WHEREAS, on July 12, 1994, the Authority approved the Project; and

WHEREAS, in connection with FH's construction of the Project, FH and the Authority wish to set forth certain obligations and commitments of FH related to (i) the strengthening and stabilization of the Jamaica Plain neighborhood, and (ii) the implementation of the Master Plan and the Project.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and FH agree as follows;

1. Planning and Design. FH will proceed with the planning and design of its campus in a manner consistent with the development concept, land uses and density contemplated in the Project (subject to the Development Review Process set forth in Section 2 herein). In connection with the development of the Project, the Applicant will conduct any additional reviews requested by the Authority in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986, which is attached hereto as Exhibit A and incorporated herein ("Development Review Procedures"). No structure shall be erected, reconstructed or structurally changed or extended on the Hospital campus unless all drawings and specifications therefor shall have been subject to design review and approval by the staff of the Authority pursuant to its Development Review Procedures as consistent with the Project. The Authority shall perform its review and approval and other functions under this section and other provisions of this Agreement promptly and with all reasonable dispatch, and in accordance with the proposed change or submission within ten (10) business days of its submission to the Authority, except

that those matters subject to the Development Review Procedures shall be governed thereby. When the authority disapproves any proposed change or submission, its disapproval shall include a detailed written explanation therefor.

2. Development Review Process. FH and the Authority hereby agree that the development review process to be observed by the parties pursuant to this Agreement ("Development Review Process") shall be as set forth in the Development Review Procedures, including review of the Development Concept and Schematic Design, Design Development and Contract Documents. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

3. Approval of Schematic Design Drawings. The Authority hereby approves FH's submission of Schematic Design Drawings for the Project and by signing hereof indicates its satisfaction with the first stage of submission required by the Development Review Procedures.

4. Notification of Inspection Services Department. The Authority will promptly notify the Inspectional Services Department ("ISD") that plans submitted for the Project to ISD are consistent with (i) the Schematic Design Drawings approved by the Authority.

5. Changes to Project. Throughout the Development Review Process, it is FH's responsibility to promptly notify the Authority of proposed changes to the exterior of the Project, where the same would constitute material changes from

previously approved submissions, and to obtain approval from the Authority pursuant to the Development Review Procedures prior to incorporating such material changes into the final drawings and specifications. The Authority shall perform its review and approval and other functions under this section and other provisions of this Agreement promptly and with all reasonable dispatch and in accordance with the provisions of this Agreement, and shall approve or disapprove any such proposed change within ten (10) business days of its submission to the Authority. When the Authority disapproves or conditionally approves any such change, or any other matter, its disapproval or conditional approval shall include a detailed written explanation therefor. If FH receives no notification from the Authority of disapproval within ten (10) business days after submission of any such proposed change to the Authority, such change shall be deemed unconditionally approved, provided however, that any transmittal of any request for approval of a change shall recite that approval by the Authority is due within ten (10) business days of receipt or said change shall be deemed to have been approved as set forth in Section 32 of this Agreement.

6. Construction Schedule for Project. FH anticipates commencing and completing the construction of the Project as follows:

	<u>Commencement</u>	<u>Completion</u>
Phase I	September, 1994	December, 1995
Phase II	November, 1995	December, 1996
Phase III	November, 1997	December, 1998

All construction commencement and completion dates are approximate and may be affected by delays due to permitting, financing, weather and other matters beyond the control of FH. Delay or abandonment of the Project, or any of the activities now planned, if such should occur, will not impair the zoning status of the Master Plan or the buildings and facilities described therein.

7. Construction Employment. FH agrees in connection with construction of the Rehabilitation Program or any other construction work undertaken after the date of this Agreement, that it will not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual preference, religion or national origin. Further, FH shall take affirmative action to ensure that applicants are employed and that employees are treated during the construction period without regard to their race, color, sex, sexual preference, religion or national origin. FH agrees that with regard to all

construction work undertaken that it shall use reasonable efforts to pursue and cause the general contractor and all subcontractors to pursue efforts with a goal of employing workers in construction so that the worker hours on a craft-by-craft basis be performed as follows:

at least 50% by bona fide City of Boston residents; at least 25% by minorities, and at least 10% by women.

FH shall incorporate in every general construction contract an enumeration of the foregoing worker hour goals and impose a responsibility upon the contractor to pursue such efforts and to incorporate such worker hour goals in all subcontracts and impose upon all subcontractors the obligation to pursue such efforts. In addition to the foregoing, FH shall use reasonable efforts to comply with the following standards relative to contracting with Minority and Women Owned Business Enterprises in all construction activity undertaken, including the procurement of goods and services.

at least 30% of the total construction contract amount shall be expended on Minority Business Enterprises and at least 5% of the total construction contract amount shall be expended on Women Business Enterprises.

The term "Minority Business Enterprises" and Women Business Enterprises" shall be defined in a certain Executive Order issued by the Mayor of the City of Boston, dated December 17, 1987 and effective December 30, 1987 (the "Executive Order"). The Executive Order is incorporated by reference as if fully set forth herein.

8. JHA Link. FH shall comply with the Letter Agreement dated July 14, 1994 addressed to James H. Greene, Esquire, President of Jamaica Hills Neighborhood Association and Polly S. Selkoe, Zoning Chair, Jamaica Hills Neighborhood Association relative to the provisions included therein, attached hereto and incorporated herein as Exhibit "B".

9. BRA Cooperation. The Authority shall cooperate with FH in obtaining any further permits, reviews or approvals (including, without limitation, zoning approvals) that may be required for: (i) construction and occupancy of the Master Plan Projects, including the Project; (ii) carrying out FH's obligations under this Agreement.

10. Successors and Assigns. This Agreement shall be binding upon and enforceable against FH and its successors and assigns in title to the Project and the Hospital campus, or those claiming through such mortgagees, unless said party obtains title to the Project or a portion thereof, and proceeds with development of such Project. This Agreement shall be binding upon and enforceable against the Authority and its successors and assigns; notwithstanding the foregoing, the parties have agreed that this Agreement shall not be recorded.

11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the

application of such terms to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

12. Liability. The liability of FH arising under this Agreement and of each successor or assign of all or any part of FH interest in the Hospital campus, shall be limited solely to such person's or entity's interest in such property, and no partner, trustee, beneficiary, shareholder, officer, director, or the like or any such person or entity, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of such person or entity hereunder.

13. Authority Consents and Approvals. Whenever the consent or approval of the Authority is required hereunder or otherwise in connection with the Project, such consent or approval shall not be unreasonably withheld, delayed or conditioned, and wherever there is a requirement hereunder that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

14. Estoppel Certificates. The Authority shall, within ten (10) business days after written request therefor by FH or any mortgagee of FH, provide a certificate in writing, as requested or applicable, that this Agreement or any particular section hereof specified by the requesting party is in full force and effect and unmodified, or in what respects the Agreement is no longer in force or effect or has been modified, that FH is in compliance with this Agreement or any particular section hereof specified by the requesting party, or in what respects there is non-compliance, or as to any other matter reasonably related to this Agreement which the requesting party may reasonably request of the Authority.

15. Authorization of Authority. The Authority has authorized the Director of the Authority to take any action hereunder on behalf of the Authority (including, but not limited to, the granting of consents or approvals and the execution and delivery of agreements and certificates, except for any Certificates of Completion), and any action so taken shall be binding upon the Authority.

16. Notices. Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or FH, and shall be

deemed given when hand-delivered, delivered by recognized overnight courier service, or delivered by United States mail sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

if to the Authority: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attn: Chief General Counsel

if to FH: Faulkner Hospital
1153 Centre Street
Jamaica Plain, MA 02130
Attn: Kenneth H. Belcher
Vice President
Ambulatory &
Clinical Services

with a copy to: Edwards & Angell
101 Federal Street
Boston, MA 02110
Attn: Joseph C. Maher, Jr., Esq.

The parties shall promptly notify each other of any changes of their respective addresses set forth above.

Any requests for approvals made to the Authority by FH where such approvals shall be deemed granted after a period of non-reply by the Authority shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN _____ BUSINESS DAYS SHALL RESULT IN AUTOMATIC APPROVAL."

17. Term. This Agreement shall expire four (4) years from the date hereof, and the provisions contained herein shall be null and void as of such date of expiration, subject to specific time periods set forth herein with regard to specific provisions.

18. Amendment. This Agreement, or any part thereof, may be amended from time to time hereafter only in writing executed by the Authority and FH.

19. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. The parties have agreed to execute multiple original copies of this Agreement.

20. Governing Law. This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts.

21. Enforcement of Agreement. It is the intention of the parties that the provisions of this Agreement may be enforced only by the parties hereto, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the parties.

REVISED DRAFT

EDWARDS & ANGELL

EXECUTED as a sealed instrument as of the date first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Chief General Counsel
Boston Redevelopment
Authority

By: _____
Marisa Lago, Director
Duly Authorized

FAULKNER HOSPITAL, INC.

By: _____

Name: _____

Title: _____

Duly Authorized

EDWARDS & ANGELL

COUNSELLORS AT LAW

for 100 years

101 FEDERAL STREET
BOSTON, MA 02110
(617) 439-4444
FAX (617) 439-4170

July 14, 1994

James H. Greene, Esquire
President, Jamaica Hills Neighborhood Association
c/o Rubin & Rudman
50 Rowes Wharf
Boston, MA 02110

Polly S. Selkoe, Zoning Chair
Jamaica Hills Association
166 Moss Hill Road
Jamaica Plain, MA 02130

Ladies and Gentlemen:

In connection with the ongoing Faulkner Hospital development proposal and consistent with our most recent discussions on Wednesday, July 13, 1994, I would like to outline Faulkner's agreement on critical issues to the community which we have agreed are to be part of the development approval process and to be incorporated in the ZBA's approval.

First: Faulkner Hospital will maintain a single access at the current location with substantial improvement to it as shown on the plans prepared by Tsoi/Kobus & Associates, Architects dated June 24, 1994. As the community knows, we have reviewed alternative schemes for Centre Street but at this time have decided not to pursue that option but rather stay with a single access. This reconfiguration of the existing site entrance will also include improved landscaping.

Second: The new and existing parking areas that will be facing Centre Street shall be screened with landscaping so that cars are not visible from Centre Street and Allandale Street, as shown on the plans. This will include installation of evergreen hedge-type planting having an approximate height of four (4) feet. Improved screening will be provided to make the MRI not visible from both Centre and Allandale Streets.

Third: In concert with the Boston Redevelopment Authority design review proviso we invite the participation of the Jamaica Hills Neighborhood Association in that process. The Faulkner Hospital is committed to moving deliberately and responsibly on the three phases as has been proposed during this review process. The construction of the parking deck will be commenced at the earliest possible date consistent with increased patient demand outlined in the demand analysis prepared by Vanasse Hangen Brustlin, Inc. As you well know, it is in our best interest to make coming to Faulkner as attractive and user friendly as possible and therefore we are extremely sensitive that sufficient parking exist and be maintained in the interest of serving not only our patients but our employees and doctors.

Fourth: The Faulkner Hospital will work with the Jamaica Hill Association and in particular the residents of both Allandale Street and Brownson Terrace to address satisfactorily the various traffic issues raised in connection with Allandale Street and Brownson Terrace including, but not limited to addressing traffic issues (including trucks and busses), road width, use of resident parking stickers (Brownson Terrace only) and most importantly working with the neighbors and the City in connection with improved law enforcement so that the 30-mile-an-hour posted speed will be adhered to.

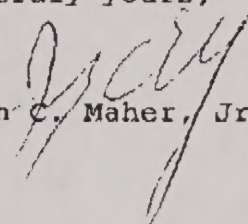
Fifth: In connection with the Whitcomb Avenue side of the property, Faulkner Hospital will do the following: (a) change the exterior lighting to wash in against the garage as opposed to out against Whitcomb Avenue prior to obtaining the Certificate of Occupancy; (b) Faulkner will also install a new wrought iron type fence at least six (6) feet in height, hemlock trees (tsuga, canadensis) on the Whitcomb side of the property to help shield the existing and new parking consistent with plans prepared by Tsoi/Kobus & Associates, Architects dated May 26 and June 24, 1994; (c) the existing berm along the parking garage will be enlarged to help support the new trees to be planted; (d) Faulkner will address the interior garage lighting, again, with an effort to reduce any light washing out into the neighborhood, prior to obtaining the Certificate of Occupancy. On the Allandale Street side of the campus, Faulkner will replace the existing chain link fence with a black chain link fence.

Sixth: The Hospital will reconfigure and re-landscape the loading entrance to include improved daycare drop-off and pick-up and to allow more truck traffic turn around on site, as shown on the June 24, 1994 plan.

Seventh: Faulkner agrees that the City sidewalks around the perimeter of Faulkner Hospital will be cleared of snow by Faulkner personnel.

Eighth: Faulkner Hospital agrees to work in concert with the Jamaica Hills Neighborhood Association and the Massachusetts Bay Transportation Authority in reviewing public transportation options along Centre Street with a view towards improving increased awareness, accessibility and use of public transportation.

Very truly yours,


Joseph C. Maher, Jr.

JCM/pmm

cc: Mr. Kevin Leary
Ms. Ellie McDonough

BOSJCM-13/38